# U.S. Department of Justice Washington, DC 20530

# Exhibit A To Registration Statement

OMB NO. 1124-0006

Pursuant to the Foreign Agents Registration Act of 1938, as amended

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov/">http://www.fara.gov/</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: http://www.fara.gov/.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

Furnish this exhibit for EACH foreign principal listed in an initial statement

and for EACH additional	foreign principal acquired subsequently.	
Name and address of registrant     Patton Boggs LLP		2. Registration No.
2550 M Street, N.W.		2165
Washington, D.C. 20037		
		·
3. Name of foreign principal	4. Principal address of foreign principal 17/F Prime Tower	
China Chamber of Commerce for Importers and Exporters of	22 Chao Wai Street	
Metals, Minerals & Chemicals	Chaoyang District	
	Beijing, China 100020	
5. Indicate whether your foreign principal is one of the following	<b>:</b>	
Foreign government	<i>*</i>	
☐ Foreign political party		
Foreign or domestic organization: If either, check or	ne of the following:	
☐ Partnership ☐	Committee	
☐ Corporation ☐	☐ Voluntary group	
▼ Association	Other (specify):	
☐ Individual-State nationality		22 22
6. If the foreign principal is a foreign government, state:		<u> </u>
<ul> <li>a) Branch or agency represented by the registrant N/A</li> </ul>		CES/REI
b) Name and title of official with whom registrant deals N/A		PM 2:
7. If the foreign principal is a foreign political party, state:		
a) Principal address N/A		
b) Name and title of official with whom registrant deals N/A		
c) Principal aim N/A		,

8. If the foreign prin	ncipal is not a foreign go	overnment or a foreign	political party,					
a) State the	e nature of the business	or activity of this foreig	gn principal.					
	principal is a trade asso and offers information,				industries in Chi	na. It promo	otes trac	de and
b) Is this fo	oreign principal							
	by a foreign governmen	it, foreign political part	ty, or other forei	gn principal		Yes 🔲	No	×
	a foreign government, fo					Yes 🔲	No	×
Directed by	a foreign government,	foreign political party,	or other foreign	principal		Yes $\square$	No	×
Controlled	by a foreign governmen	t, foreign political party	y, or other foreig	gn principal		Yes $\square$	No	$\mathbf{x}$
Financed by	y a foreign government,	foreign political party,	, or other foreign	principal		Yes $\square$	No	$\mathbf{x}$
Subsidized	in part by a foreign gove	ernment, foreign politic	cal party, or other	er foreign princip	al	Yes	No	×
9. Explain fully all	items answered "Yes" in	Item 8(b). (If additi	ional space is ne	eded, a full inser	t page must be u	sed.)		<del></del>
N/A								
		,	•	•				
							•	
		<b>)</b>						
	rincipal is an organizatio who owns and controls i		controlled by a f	oreign governme	nt, foreign politi	cal party or c	ther for	reign
ppu., state	who event and controls i							
	al is a trade association of which are state-owned of state-owned of state.							
				,		$\wedge$		
Date of Exhibit A	Name and Title			Signature				
9/8/10	Stuart M. Pape Managing Partner			Kotu	alu	tere		
				1.	-	-		
				V				

# U.S. Department of Justice Washington, DC 20530

# Exhibit B To Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

OMB NO. 1124-0004

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <a href="http://www.fara.gov/">http://www.fara.gov/</a>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <a href="http://www.fara.gov/">http://www.fara.gov/</a>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Patton Boggs LLP	2165
3. Name of Foreign Principal	·
China Chamber of Commerce for Importers and Exporters of Metals, $N$	Minerals & Chemicals
	•
Check Appro	priate Boxes:
4.  The agreement between the registrant and the above-named fore a copy of the contract to this exhibit.	ign principal is a formal written contract. If this box is checked, attach
5. There is no formal written contract between the registrant and th principal has resulted from an exchange of correspondence. If this box copy of any initial proposal which has been adopted by reference in such	is checked, attach a copy of all pertinent correspondence, including a
6. The agreement or understanding between the registrant and the f exchange of correspondence between the parties. If this box is checked oral agreement or understanding, its duration, the fees and expenses, if a	oreign principal is the result of neither a formal written contract nor an , give a complete description below of the terms and sonditions of the

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant is retained to provide the foreign principal with advice and assistance on U.S.-China trade issues.

8. Describe fully the a	ectivities the registrant engage	es in or proposes to	o engage in on bel	alf of the above	foreign principa	al.
Registrant prop trade issues.	poses to provide the	foreign pri	ncipal with	advice and	assistance	on U.SChina
			·			
	·					
		-				
9. Will the activities o footnote below?	on behalf of the above foreign Yes 🗵 No 🗌		political activities	as defined in Se	ction 1(o) of the	e Act and in the
	such political activities indica ployed to achieve this purpos		things, the relatio	ns, interests or p	olicies to be inf	duenced together with
	gistrant's activitie ommunicating with U matters.					
	,					
·	·			/		
	Name and Title Stuart M. Pape Managing Partner		Joing Miles	nature	Ma	IQ _
Contracte: Political activity a	as defined in Section 1(a) of the Act	means any activity which	ch the person engaging	in believes will as t	hat the nerson inter	da to in any way influence

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# **Legal Service Contract**

# The parties to this Contract are:

# **Entrusting Party:**

Name

China Chamber of Commerce for Importers and

Exporters of Metals, Minerals & Chemicals

Address:

17/F Prime Tower

22 Chao Wai Street Chaoyang District Beijing, China 100020

Represented by:

Liu Yinan, Vice Chairman, duly authorized

Telephone:

(86) 10-8569-2781

Fax: Email: (86) 10-8569-2821 chenml@cccmc.org.cn

Hereinafter:

CHAMBER OF COMMERCE

# **Entrusted Party:**

Name

Patton Boggs LLP

Address:

2550 M Street NW Washington, DC, USA 20037

Partner

Thomas Hale Boggs, Jr., Chairman, duly authorized

Telephone:

(202) 457-6040

Fax:

(202) 457-6315

Email:

tboggs@pattonboggs.com

Hereinafter:

LAW FIRM

Represented by:

Tian Lin Zhi

Telephone:

(86) 139-1127-9189

Fax:

(86) 10-5815-0785

Email:

Itian@gecusa.net

The CHAMBER OF COMMERCE and the LAW FIRM have agreed as follows:

Article 1:

#### **Legal Service Contract**

The LAW FIRM, upon the trust of the CHAMBER OF COMMERCE, agrees to provide services on the following work items:

Advice and assistance on certain US-China trade issues.

Progress and achievements of the LAW FIRM will be communicated in person and/or electronically as mutually agreed.

#### Article 2:

The CHAMBER OF COMMERCE and the LAW FIRM, pursuant to the necessity of the work, may make adjustments to the work items listed in Article 1 accordingly. The LAW FIRM shall complete the work items with such adjustments.

#### Article 3:

The CHAMBER OF COMMERCE is entitled to the full intellectual property rights of the work achievements related to the work under this contract. The LAW FIRM shall not engage in other activities that infringe upon the intellectual property rights of the CHAMBER OF COMMERCE. The LAW FIRM may, with the agreement of the CHAMBER OF COMMERCE, disclose its strategies, opinions and working results to such parties as identified by the LAW FIRM, and engage the services of consultants and subcontractors to assist it in carrying out its responsibilities under the Contract.

#### Article 4:

For the purpose of timely performance of the Contract, the CHAMBER OF COMMERCE has the right, where necessary, to require a report as to the LAW FIRM's activities and progress in achieving the work items described in Article 1.

#### Article 5:

Upon the consent of the CHAMBER OF COMMERCE (COC), the LAW FIRM confirms the following persons may work on the project:

Name	Title	Remarks
Thomas Hale Boggs, Jr. Tian Lin Zhi Mark D. Cowan	Chairman, Patton Boggs LLP Consultant to Patton Boggs LLP Partner, Patton Boggs LLP	Team Leader Consultation with COC Team Coordinator

### Article 6:

Persons assigned to the project(s) by the LAW FIRM are subject to the rules of professional responsibility for the jurisdictions in which they practice. Such persons shall possess the relevant professional qualifications and competencies necessary to complete the project(s).

Persons assigned to the project(s) shall complete the work items described in Article 1 in a timely manner. Where the work items under this Contract cannot be undertaken or completed by persons assigned by the LAW FIRM, or if the CHAMBER OF COMMERCE finds the LAW FIRM's work achievements do not satisfy the requirements described in Article 1, the LAW FIRM, upon the request of the CHAMBER OF COMMERCE, shall engage other lawyers with the qualifications and competencies necessary to complete the work.

#### Article 7:

The CHAMBER OF COMMERCE may terminate this Contract if:

- After notification by the CHAMBER OF COMMERCE that the LAW FIRM is in breach of the Contract, and after lapse of the subsequent mutually agreed upon grace period in which to remedy such breach, the LAW FIRM does not complete the work items as described in Article 1.
- 2. The LAW FIRM does not meet the requirements described in Article 1 during the implementation of this Contract, and thus fails to achieve the purpose of this Contract.
- The performance of this Contract is no longer necessary due to the modification of the Contract by the CHAMBER OF COMMERCE which results in significant changes to the work items upon which this Contract is based.
- Where this contract is terminated in accordance with Article 7.1 or 7.2, the LAW FIRM shall refund the CHAMBER OF COMMERCE corresponding service fees having been paid.

Where this Contract is terminated in accordance with Article 7.3, the CHAMBER OF COMMERCE shall make corresponding compensation to the LAW FIRM.

#### Article 8:

During the term of this Contract, the LAW FIRM shall not engage directly or indirectly in any business or professional activities which would conflict with the work items assigned to it under this Contract.

#### Article 9:

Without the prior authorization of the CHAMBER OF COMMERCE, the LAW FIRM and its personnel shall not disclose any information relating to the performance of this Contract or the CHAMBER OF COMMERCE operations in any forms both within and beyond the term of this Contract, except as required by United States law or as specified in Article 3.

#### Article 10:

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The CHAMBER OF COMMERCE agrees to pay under this fixed fee contract US\$175,000.00, to be paid in full no later than September 30, 2010. The currency of payment will be United States Dollars. This fixed fee includes all reasonable expenses of the LAW FIRM in carrying out this engagement.

Payments shall be made by wire transfer to:

Bank: Wachovia Bank
Bank Address:
1300 I Street, NW, 11th Floor
Washington, DC 20005
ABA number:

(Swift Code: Name: Patton Boggs LLP - Operating Account

Account number: ATTENTION: Robert S. Kapla

#### Article 11

The LAW FIRM shall bear the following obligations for the purpose of this Contract:

- The LAW FIRM shall dutifully comply with the requirements of the work items described in Article 1.
- The LAW FIRM has the duty to report its working progress under this Contract as requested by the CHAMBER OF COMMERCE and in accordance with the reporting requirements described in Article 1.
- The LAW FIRM shall ensure that persons listed in Article 5, and such others assigned by the LAW FIRM to this engagement, perform their obligations in accordance with Article 6.
- 4. The LAW FIRM shall offer timely and positive collaboration when the CHAMBER OF COMMERCE reviews the relevant records of working progress in accordance with Article 4
- The LAW FIRM shall perform the duty of prohibition of conflict of interests according to Article 8.
- 6. The LAW FIRM shall perform the duty of confidentiality according to Article 9.
- 7. Pursuant to Article 3, the LAW FIRM shall guarantee the CHAMBER OF COMMERCE the full intellectual property rights on working achievements, and guarantee that these working achievements are immune from any potential Intellectual Property Rights disputes. If the CHAMBER OF COMMERCE were involved in any such disputes, the LAW FIRM shall bear all related infringement responsibilities.

#### Article 12:

For the purpose of this Contract, the CHAMBER OF COMMERCE shall:

- Provide necessary conveniences, including relevant information and materials, to the LAW FIRM for the fulfillment of its work under this Contract;
- 2. Make payment in a timely manner according to Article 10.

## Article 13:

Both parties agree to the following persons as the contact persons responsible for liaison matters.

CHAMBER OF COMMERCE:	Chen Mingliang
Telephone:	(86) 10-8569-2781
Fax:	(86) 10-8569-2821
Email:	chenml@cccme.org.cn

LAW FIRM:	Mark D. Cowan
Telephone:	(202) 457-6401
Fax:	(202) 457-6315
Email:	mcowan@pattonboggs.com

Consultant to Patton Boggs LLP	Tian Lin Zhi
Telephone:	(86) 139-1127-9189
Fax:	(86) 10-5815-0785
Email:	Itian@gecusa.net

The abovementioned contact persons for the CHAMBER OF COMMERCE and the LAW FIRM are vested the rights of negotiation on matters related with the performance of this Contract.

# Article 14:

All communications or notices concerning the performances of this Contract shall be in person or in electronic form in the English language.

#### Article 15:

This Contract is governed by Chinese law.

#### Article 16:

Any dispute arising from or in connection with this Contract shall be settled through consultations between two parties. Should such consultations fail, the dispute shall be settled by arbitration in the China International Economic and Trade Arbitration Commission (CIETAC) in Beijing.

# Article 17:

This Contract shall enter into effect on the date of the full execution by both parties (or from August 20, 2010). The term of this Contract is August 20, 2010 through December 31, 2010.

#### Article 18:

Any matter not included in this Contract may be agreed by both parties through consultation.

# **Legal Service Contract**

Signed and effective in Beijing, China, on August 20, 2010 in the Chinese and English languages with four originals for each, both authentic and with the same effect.

# **ENTRUSTING PARTY:**

**ENTRUSTED PARTY:** 

Chamber of Commerce for Importers and Exporters of Metals, Minerals and Chemicals

Patton Boggs LLP

Signature: \_\_\_\_

2 7 7

Liu Yinan, Vice Chairman

Thomas raio boggs, or., orannan

Consultant to Patton Boggs LLP

Signature:

Tian Lin Zhi